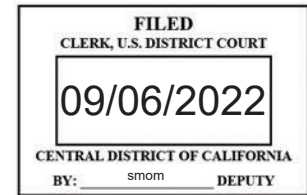


1 Nathan Smith
2 Pro Se
3 11040 Otsego Street
4 North Hollywood California 91601
5 meteor@inorbit.com 213 590-0594



6 UNITED STATES DISTRICT COURT
7 CENTRAL DISTRICT OF CALIFORNIA

8 NATHAN SMITH case No 22-cv-03765 MWF KSx
9 plaintiff THE HONORABLE AND DISTINGUISH
10 v (presiding) JUDGE MICHAEL W. FITZGERALD

11
12 PRYOR CASHMAN LLP PLAINTIFF'S NATHAN SMITH
13 NOTICE OF MOTION AND
14 MOTION TO DISQUALIFY
15 PLAINTIFF AND DEFENDANTS
16 LAW FIRMS AND ATTORNEYS

17
18 (hearing) Date October 10, 2022
19 Time 10:00 a.m.
20 Courtroom 5A

21
22 Corrected First Amended Complaint
23 filed August 2, 2022
24
25
26
27
28

1 TO THE HONORABLE COURT AND THE DEFENDANTS SOTHEBY'S
2 CHRISTIE'S, BONHAMS , GIA GEM TRADE LABORATORY NY AKA (GIA)
3 AND CO-DEFENDANTS AND THEIR ATTORNEYS OF RECORD:

4

5 PLEASE TAKE NOTICE that on October 10 2022 at 10:00 a.m. or as soon
6 thereafter as the matter may be heard in Courtroom 5A of the above entitled Court
7 located at 350 West 1 Street Los Angeles California 90012, Plaintiff Nathan Smith
8 will and hereby do move this Court for an order Disqualifying the Pryor Cashman llp
9 Seyfarth llp, Hunton Andrews and Kurth llp and Olsoff Cahill Cossu llp
10 and all of its attorneys from representing the defendants Sotheby's Christie's,
11 Bonhams , Gia Gem Trade Laboratory New York aka (Gia) and the
12 co defendants in this matter.

13

14 This Motion arises because Plaintiff retained the above mentioned Law Firms
15 and that representation prevents the Law Firms from pursuing this adverse
16 representation against Plaintiff. Plaintiff has not waived his attorney client
17 privilege, confidential agreement, conflict of interest or the right to decide who can
18 use or disclose the confidential information related to these legal proceedings.
19 Plaintiff seeks an order requiring the Law Firms to withdraw as counsels to
20 the defendants based on the counsels previous and current representations of Plaintiff during
21 the Settlement Agreements that Plaintiff entered into with the defendants.

22

23

24

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27

28

1 The Motion are based on the Notice, the attached Memorandum of Points
2 and Authorities, the declaration of Nathan Smith, the pleadings and records on file
3 herein and such other evidence and argument as may be presented to the Honorable
4 Court at or prior to the hearings on the Motion.

5

6

9-6-22 Nathan Smith

7

Plaintiff in Pro Se

8

9

10 INTRODUCTION

11

12 Plaintiff Nathan Smith hereby move for an order disqualifying the Law Firms
13 Seyfarth llp, Pryor Cashman llp , Hunton Andrews and Kurths llp and
14 Olsoff Cahill Cossu llp from representing defendants Bonhams, Christie's,
15 Sotheby's Gia Gem Trade Laboratory NY aka (gia) and the co-defendants
16 in this current lawsuit. This Motion arises because these Law Firms entered into
17 an attorney-client relationship with Plaintiff Nathan Smith. The Law Firms
18 representation of the defendants create an irreconcilable conflict of interest along
19 with attorney client privilege issues and confidentiality issues and use of
20 confidential information issues that violates the California Rules of Professional
21 Conduct.

22

23 As far back as June 30 2021, July 22, 2021, Feb 18 2022, June 27 2022
24 and as recent as August 17, 2022 Plaintiff Nathan Smith has had settlement
26 agreements, attorney client privilege, confidentiality agreements and non use
27 agreements with the Laws Firms, their attorneys and the defendants.

28

1 THE OBVIOUS AND GLARING TERMS THAT PLAINTIFF AND THE
2 LAW FIRMS AND THEIR CLIENTS THE DEFENDANTS AGREED TO
3 AS CLEARLY SEEN IN THE SETTLEMENT AGREEMENTS OF
4 JUNE 30 2021 AND JULY 22 2021, FEB 18 2022, JUNE 27 2022 and
5 AUG 17 2022.

6

7 The Law Firms on behalf of the defendants have habitually argued to the Honorable Court
8 that neither the defendants or their law firms have entered into any agreements
9 with Plaintiff Nathan Smith.

10

11 The Law Firms on behalf of the defendants have also argued that neither
12 the Law Firms or the defendants have agreed to the terms that are contained
13 in the Settlement agreements that Plaintiff claims the Law Firms and the
14 defendants had entered into with Plaintiff.

15

16 The terms contained in both the June 30 2021 and July 22 2021 settlement
17 agreements that Plaintiff entered into with the Gia Gem Trade Laboratory NY
18 (aka) the Gia clearly contradicts the assertions by the defendants and their
19 Law Firms concerning their claim that they never agreed to the terms of these
20 settlement agreements .

21

22 Both the June 30 2021 and July 22 2021 settlement agreements have terms that
23 the Law Firms for the defendants also included with the other terms contained
24 in both the June 30, 2021 and July 22 2021 agreements that the defendants Law
25 Firms and counsels and defendants and Plaintiff also agreed to when they entered
26 into the June 30 2021 and July 22 2021 with Plaintiff.

27 Plaintiff respectfully ask the Court to take judicial notice of the June 30 2021,
28 July 22 2021, Feb 18, 2022, June 27 2022 and Aug 17 2022 settlement agreements
labeled exhibits A-G pursuant to federal rules of evidence code 201 (B)2 and
rule 402.

1 The terms contained in the June 30 2021 and July 22 2021 agreements that the
2 Law Firms and the defendants counsel inserted into the June 30 2021 and
3 July 22 2021 agreements that the defendants and their law firms and counsels
4 entered into with Plaintiff clearly states that:

5

6 **" THE INFORMATION CONTAINED IN THIS TRANSMISSION IS**
7 **ATTORNEY CLIENT PRIVILEGED AND OR CONFIDENTIAL INFORMATION**
8 **INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE.**
9 **IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT,**
10 **YOU ARE HEREBY NOTIFIED THAT ANY USE , DISSEMINATION ,**
11 **DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY**
12 **PROHIBITED. "**

13

14 It would be legally impossible for the parties to have agreed to these terms
15 without also assenting and agreeing to the other terms that are also contained
16 in both the June 30 2021 and July 22 2021 agreements that Plaintiff entered into with
17 Scott Page and his Law Firm and the defendants.

18 The defendants and their counsel and counsel's law firms were the creators of these
19 terms that they willingly , intentionally and knowingly inserted into the agreements
20 that the defendants had entered into with Plaintiff. Plaintiff Nathan Smith and
21 the defendants and the their counsel and law firms all assented and agreed to be
22 bound by the terms of the June 30 2021 and July 22 2021 settlement agreements
23 and the terms contained within those agreements.

24

25 **The idea that these defendants, their counsel and their law firms have argued for the**
26 **duration of Plaintiff's lawsuit that they did not enter into agreements with Plaintiff is**
27 **now contradicted by the defendants own words and actions as clearly seen with the**
28 **terms that the defendants and their counsel inserted into settlement agreements**

that they entered into with Plaintiff Nathan Smith.

1 THE SOTHEBY'S BONHAMS, CHRISTIE'S DEFENDANTS AND
2 CO -DEFENDANTS AND THEIR COUNSELS AND LAW FIRMS ALSO
3 INSERTED THE SAME TERMS INTO BOTH THE FEB 18 2022,
4 JUNE 27 2022 AND AUGUST 17 2022 SETTLEMENT AGREEMENTS
5 THAT THE DEFENDANTS ENTERED INTO WITH PLAINTIFF.

6

7

8

9 The Feb 18 2022 settlement agreement that Plaintiff Nathan Smith and the
10 defendants counsels Joseph Patella entered into also contained terms that
11 counsel Joseph Patella and his law firms inserted into the Feb 18 2022
12 settlement agreement that the parties had also agreed to abide by and
13 adhere to. The terms inserted into the Feb 18 2022 settlement agreement
14 by the defendants counsel and Law Firm clearly states that

15

**16 " THIS COMMUNICATION IS CONFIDENTIAL. IF YOU ARE NOT AN
INTENDED**

**17 RECIPIENT , PLEASE ADVISE BY RETURN EMAIL IMMEDIATELY AND THEN
18 DELETE THIS MESSAGE INCLUDING ALL COPIES AND BACKUPS."**

19

20 It would be legally impossible for the parties to have agreed to designate the communication
21 between the parties as confidential without the parties having reached an agreement were
22 the parties had agreed to designate the communications between the parties as confidential.
23 The communications that the parties designated as confidential was the Feb 18 2022
24 settlement agreement that the defendants had entered into with Plaintiff .

25 It would be legally impossible for Plaintiff and the defendants and their counsels
26 and Law Firms to have agreed to these terms without agreeing to all the terms of
27 the Feb 18 2022 agreements. Their was no partial agreements made regarding the terms

28 that were contained in the Feb 18 2022 agreement. Plaintiff and the defendants and their counsel and law firms agreed to all the terms that were contained in the Feb 18 2022 agreement.

1 The Sotheby's Bonhams and Christie's and co defendants counsels and law firms
2 where the ones responsible for terms designating the communications between the
3 parties as confidential. The defendants counsel and law firm inserted these terms into
4 Plaintiff's Feb 18 2022 settlement agreement that the parties had agreed to enter into
5 amongst themselves during the pendency of the lawsuits. Both Plaintiff
6 and the defendants counsel and law firms and the defendants agreed to all the
7 terms contained in the Feb 18 2022 agreement and other agreements.

8

9

10 On Aug 17 2022 the defendants counsel Samara Perlman and the defendants
11 Law Firm sent Plaintiff a copy of the Feb 18 2022 settlement agreement with
12 additional terms that the defendants and their counsel and counsel law firms had
13 added to the Feb 18 2022. Plaintiff Nathan Smith agreed to the additional terms
14 that the defendants counsel and law firms had added to the Feb 18 2022 settlement
15 agreement that the parties had entered into. Both Plaintiff Nathan Smith and the
16 counsel for the defendants Samara Perlman and the defendants counsels and law firms
17 all agreed to the additional terms that the defendants counsel and law firms added to
18 the Feb 18 2022 settlement agreement that the parties had enter into . The additional
19 terms that the parties agreed to also covered all the confidential information that the
20 defendants and their counsels and law firms sent to Plaintiff on Aug 17 2022. The
21 additional terms stated that:

22

23 **"THIS EMAIL IS CONFIDENTIAL INFORMATION WHICH MAY ALSO BE
LEGALLY**

24 **PRIVILEGED AND WHICH IS INTENDED ONLY FOR THE USE OF THE**
25 **RECIPIENT(S) NAMED ABOVE, IF YOU ARE NOT THE INTENDED RECIPIENT**
26 **YOU ARE HEREBY NOTIFIED THAT FORWARDING OR COPYING OF THIS**
27 **EMAIL OR THE TAKING OF ANY ACTION IN RELIANCE ON ITS CONTENTS**

28 MAY BE STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS EMAIL IN ERROR , PLEASE NOTIFY US IMMEDIATELY BY REPLY EMAIL AND DELETE THIS MESSAGE FROM YOUR INBOX "

1 On Aug 17 2022 counsel for the defendants Samara Perlman also sent Plaintiff
2 another agreement dated Aug 17 2022 that Plaintiff agreed to and accepted and then
3 email signed and accepted back to counsel for defendants Samara Perlman . Counsel
4 Samara Perlman and the defendants and Law Firms and Plaintiff all agreed to the
5 terms contained in the Aug 17 2022 email/agreement that counsel Samara Perlman sent
6 to Plaintiff . Plaintiff signed and accepted and also agreed to the term contained in
7 the Aug 17 2022 email that counsel Samara Perlman sent to Plaintiff.

8

9 THE AUGUST 17 2022 SETTLEMENT/CONFIDENTIALITY AGREEMENT/NOTICE
10 The Aug 17 2022 email/Settlement/confidentiality agreement that
11 defendants had entered into stated that

12

13 **"The email contains confidential information which may also be legally privileged and**

14 which is intended only for the use of the recipient(s) named above. If you are not the
15 intended recipient , you are hereby notified that forwarding or copying of this email
16 or the taking of any action in reliance on its contents, may be strictly prohibited.

17 If you have received this email in error ,please notify us immediately by reply email
18 and delete this message from your inbox"

19

20 The conflict of interest rules in California are abundantly clear because of the
21 Pryor Cashman llp, Hunton Andrews and Kurth, Olsoff Cahill and Cossu llp
22 and Seyfarth llp and their attorneys attorney -client relationship that the defendants
23 have had with Plaintiff as clearly shown from the numerous Settlement agreements
24 that Plaintiff entered into with the defendants. The June 30 2021 and July 22 2021
25 settlement agreement between Plaintiff and Gia Gem Trade Laboratory aka (gia)
26 contains terms that clearly state that their is an attorney client privilege and

27 confidentiality agreement and restricted use clauses and terms contained in
 28 the June 30 2021 and July 22 2021 agreements that the defendants and their
 counsel Scott Page entered into with Plaintiff.

1 The Law Firms of the defendants and their attorneys must be automatically
 2 disqualified from representing the defendants Sotheby's Bonhams and Christie's
 3 and the Gia and the other co-defendants in this matter.

4 It is axiomatic that an attorney cannot simultaneously represent two clients against
 5 one another. And even if the Court were to find that the Law Firm and attorneys for
 6 the defendants lawfully terminated their agreement with Plaintiff before representing
 7 the defendants. The Law Firms and their attorneys must still be disqualified because
 8 they owe a continuing duty of loyalty and confidentiality to Plaintiff as a former
 9 client. Again it is axiomatic that in order to maintain the high character of the
 10 attorney client relationship , an attorney is forbidden to do either of two things
 11 after severing their relationship with a former client. (1) anything that will
 12 injuriously affect their former client in any matter in which they formerly
 13 represented them. (2) at any time use a client's confidential information
 14 against that client . The Law Firms and attorneys for the defendants have
 15 habitually and consistently violated both. Because of the Law Firms and
 16 attorneys intimate knowledge of Plaintiff's confidential information that
 17 Plaintiff and the defendants and their Law Firms and attorneys agreed to
 18 designate confidential and solely for the use of Plaintiff Nathan Smith that
 19 are directly related to Plaintiff's current lawsuit , The Law Firms and the
 20 counsels for the defendants must be disqualified.

21 The defendants Law Firms and attorneys representation of defendants in this case
 22 and during the settlement agreements and previous cases is at odds with the
 23 basic principles of the attorney client relationship, violates several ethical and
 24 professional conduct rules and is manifestly unjust and prejudicial to Plaintiff.
 25 After having negotiated for and enjoyed the benefits of the Settlement agreements.
 26 The defendants Law Firms and counsel must protect the attorney client privilege,
 27 that exist between Plaintiff and the law Firms and their attorneys which is also
 28 part of the terms of the agreement that Plaintiff entered into with the defendants.

1 The defendants and Plaintiff's former Law Firms and attorneys must protect the
2 confidential information and also protect the use of the confidential information
3 that Plaintiff and the defendants and their counsel and Law Firms had agreed was
4 confidential, attorney client privilege and only for the use of Plaintiff.

5

6 **THE AUG 17 2022 EMAIL/AGREEMENT /NOTICE OF CONFIDENTIALTY**
7 **THAT PLAINTIFF AND THE DEFENDANTS AND THEIR LAW FIRMS AND**
8 **ATTORNEYS ENTERED INTO COVERED ALL THE DOCUMENTS SENT TO**
9 **PLAINTIFF ON AUG 17 2022 BY THE DEFENDANTS COUNSEL SAMARA**
10 **PERLMAN AND THE AGREEMENTS ALSO COVER THE SEPT 2 2022**
11 **DOCUMENTS FILED BY COUNSEL BENJAMIN AKLEY. A CONFIDENTIALTY**
12 **CLAUSE AND AGREEMENT, AND ATTORNEY CLIENT PRIVILEGE ALSO**
13 **COVERED THE SETTLEMENT AGREEMENTS THAT PLAINTIFF ENTERED**
14 **INTO WITH COUNSEL SCOTT PAGE THE ATTORNEY FOR THE GIA**
15 **DEFENDANTS**

16 **15 (AKA) GIA GEM TRADE LABORATORY NY**

17

18

19 The Feb 18 2022, June 27,2022, Aug 17 2022, June 30 2021, and July 22 2021
20 settlement agreements all contain terms and conditions that clearly state that

21

22 **The email/settlement agreements contains confidential information which**
23 **may also be legally privileged and which is intended only for the use of the**
24 **recipient (s) named above. If you are not the intended recipient , you are hereby**
25 **notified that forwarding , copying of this email or the taking of any action in**
26 **reliance on its contents may be strictly prohibited . If you have received this**
27 **email in error please notify us immediately by reply email and delete the message**
28 **from your inbox.**

29

1

2

3 The June 30 2021 and the July 22 2021 settlement agreements with
4 the Gia Gem Trade Laboratory NY (aka) Gia also clearly states that

5

6 **This information contained in this transmission is attorney client privileged**
7 **and or confidential information intended for the use of the individual or entity**
8 **named above. If the reader of this message is not the intended recipient (s)**
9 **you are hereby notified that any use , dissemination, distribution or copying**
10 **of this communication is strictly prohibited.**

11

12

13 **The defendants Law Firms and attorneys have all violated the attorney-client**
14 **privilege that they have and had with Plaintiff Nathan Smith by using the**
15 **confidential informations that was solely for Plaintiff's use only. The attorneys**
16 **and Law Firms also violated the confidentiality clause contained in the**
17 **Settlement agreements because they all shared the confidential informations**
18 **that was solely for Plaintiff's use only with other individuals . The defendants**
19 **and Plaintiff's former and current Law Firms and Attorneys have violated**
20 **the terms regarding the attorney client privilege and confidentiality of the**
21 **documents and settlement agreements that the defendants entered into with**
22 **Plaintiff. The defendants and their counsel and law firms and Plaintiff's**
23 **former counsels and law firms have all violated the term of the settlement**
24 **agreements confidentiality clause and they have also violated and continue to**
25 **violate the attorney client privilege that the defendants established with Plaintiff.**
26 **The defendants and their Law Firms and attorneys also violated the terms of the**
27 **agreements by disclosing the confidential information and by using the**
28 **confidential information that they promised not to use.**

1 The defendants and Plaintiff's counsels and Law Firms have used the confidential

2 information that is solely for Plaintiff's use to undermine Plaintiff's case and they
3 have also shared it with the defendants in violation of the agreements that Plaintiff
4 and the defendants entered into and also in violation of the confidentiality clause and
5 attorney client privilege that the Law Firms and attorneys had with Plaintiff and still
6 have Plaintiff as set forth in the terms of the settlement agreements.

7

8 THE DEFENDANTS AND THEIR LAW FIRMS AND ATTORNEYS AGREED
9 NOT TO DISCLOSE ANY OF THE CONFIDENTIAL INFORMATION THAT THE
10 DEFENDANTS AND PLAINTIFF AGREED WAS SOLELY FOR PLAINTIFF'S
11 USE. THE DEFENDANTS AND THEIR LAW FIRMS AND ATTORNEYS ALSO
12 AGREED NOT TO USE ANY OF THE CONFIDENTIAL INFORMATION THAT
13 WAS FOR PLAINTIFF'S SOLE USE.

14

15 The June 30 2021, July 22, 2021, Feb 18 2022, June 27 2022 and August 17 2022
16 agreements between Plaintiff and the defendants clearly stated in the terms that
17 the defendants and their Law Firms and attorneys could not use any of the
18 confidential documents contained in the Aug 17 2022 email/agreement that counsel
19 Samara sent to Plaintiff and that was entered into and sign and accepted and agreed to by
20 Plaintiff and counsel Samara Perlman and also the defendants could not use or disclose
21 any of Plaintiff's confidential information that was solely for the use of Plaintiff.
22 The defendants and their Law Firms and their attorneys habitually violated these
23 terms because all of them are using and disclosing the confidential information
24 that they had previously agreed not to use or disclose .

25

**26 PLAINTIFF NATHAN SMITH HAS NEVER CONSENTED TO THE USE OR
27 DISCLOSURE OF PLAINTIFF 'S CONFIDENTIAL INFORMATION BY THE
28 DEFENDANTS THEIR LAW FIRMS AND ATTORNEYS WHO ALSO WERE
AND WAS PLAINTIFF'S LAW FIRM AND ATTORNEYS. PLAINTIFF NEVER
CONSENTED THE ATTORNEYS BREACHING THE ATTORNEY CLIENT
PRIVILEGE THAT THEY HAD AND HAVE WITH PLAINTIFF.**

1 ARGUMENT

2

3 In the Ninth Circuit state law governs motions to disqualify. see *Rodriguez v W Publ'g*
 4 *Corp* 563 F 3d 948 967 (9th Cir 2009) by virtue of the district Court 's local rules
 5 California law controls whether and ethical violation occurred. see also *In re*
 6 *Cty of L.A.* 233 F 3d 990 995 (9th Cir 2000) because we apply state law in
 7 determining matters of disqualification , we must follow the reasoned view of
 8 the State Supreme Court when it has spoken on the issue. The Central District
 9 applies the California State Bar Act, the California Rules of Professional Conduct
 10 (CPRC) and related judicial decisions in assessing standards of professional
 11 conduct. see C.D. Cal L.R. 83-3.1.2 The decision to disqualify counsel is within
 12 the trial court's discretion. see *Trone v Smith* 621 F 2d 994 999 (9th Cir 1980)
 13 *People ex rel Dept of Corps v Speedee Oil Change Sys Inc* 20 Cal 4th
 14 1135 1143-44 (1999).

15

16 CALIFORNIA RULES OF PROFESSIONAL CONDUCT PROHIBITS THE
17 DEFENDANTS AND PLAINTIFF'S LAW FIRMS AND ATTORNEYS FROM
18 TAKING AN ADVERSE POSITION TO ITS CURRENT OR FORMER CLIENT

19

20 The Honorable Court must automatically disqualify the Law Firms and their
attorneys

21

22 California law prohibits an attorney from representing a client if the representation
 23 is adverse to another current client in the same or separate matter. CRPC Rule 1.7a
 24 (b) Absent informed written consent a lawyer must be automatically disqualified
 25 from acting as an advocate in one matter against a person the lawyer represented in
 26 the same matter or some other matter even if the matters are unrelated. See *Flatt*
 27 *v Superior Court* 9 Cal 4th 275 (1994) Something seems radically out of place
 28 if a lawyer sues one of the lawyers own present clients even if the representations
 have nothing to do with each other so that no confidential information is jeopardized
 the client that is sued can obviously claim that the lawyers' sense of loyalty is askew.

1 *Certain Underwriters at Lloyds London v Argonaut Ins Co* 264 F Supp 2d

2 914 919 (N.D. Cal 2003) Simply put an attorney and his or her law firm cannot
 3 simultaneously represent a client in one matter while representing another party
 4 suing that client in another matter. Sheppard Mullins , Richter & Hampton llp
 5 v J.M. Mfg Co 6 Cal 5th 59 84 (2018) A client who learns that his or her
 6 lawyer is representing a litigation adversary cannot long be expected to sustain
 7 the level of confidence and trust in counsel that is one of the foundations of the
 8 professional relationship.

9

10 Plaintiff pleads and respectfully ask that this Honorable and Distinguish Court
 11 automatically disqualify the defendants and Plaintiff's Law firms and attorneys
 12 because at the time it sought to represent Plaintiff they were concurrently also
 13 in an attorney client relationship with the defendants. By virtue of the
 14 June 30, 2021, July 22 2021, Feb 18 2022, June 27 2022 and the August 17 2022
 15 agreements and the terms of these agreements that the defendants attorneys and
 16 Plaintiff had accepted and agreed to. Plaintiff Nathan Smith became and is a client
 17 of the Law Firms and attorneys for the defendants. The attorney client period covers
 18 all the confidential information that the defendants counsels and law firms sent to
 19 Plaintiff for his sole use. As of Aug 17 2022 and based on the Aug 17 2022
 20 agreement between the defendants' Law firms and counsel Samara Perlman.
 21 And also based on the other numerous agreements that Plaintiff entered into
 22 with the defendants. Plaintiff still has a attorney -client relationship with the
 23 defendants Law firms and attorneys. The term of the numerous agreements
 24 that Plaintiff entered into with the defendants clearly show that Plaintiff had
 25 establish an attorney client relationship with the defendants Law firm and attorneys.
 26 The Court should critically view the defendants Law Firms and their attorneys
 27 as the record clearly shows that the Law Firms and their attorneys have taken
 28 numerous adverse actions against Plaintiff during their attorney client relationship
 with Plaintiff and also after their attorney client relationship with Plaintiff .

1 See State Farm Mut Auto Ins Co v Fed Ins Co 72 Cal App 4th 1425

2 1432-33 (1999). In determining whether the automatic disqualification rule
 3 applies a Court should evaluate the conflict of interest at the time it arose
 4 not at the time a disqualification motion is adjudicated in Court.
 5 The fact that the defendants lawyers and law firms have represented to Plaintiff
 6 in writing that he has a attorney client privilege with the Law Firms and their attorneys
 7 while also representing the defendants can be interpreted as nothing short of an
 8 effort by the Law Firms and attorneys to play both sides and represent both Plaintiff
 9 and the defendants. The Law Firms and their attorneys are also using Plaintiff's
 10 confidential informations in adversary against Plaintiff on behalf of the defendants.
 11 (C.D. Cal Dec 5 2016) quoting Banning Ranch Conservancy v Superior Court
 12 193 Cal App 4th 903 908 (2011) This district has held just as the hot potato
 13 doctrine provides that a lawyer cannot avoid automatic disqualification by abandoning
 14 a current client for a prospective one, a Law Firm cannot abruptly sever its relationship
 15 with an active client and then avoid disqualification based on comparatively little
 16 work performed during the period of concurrent representation up to that point.
 17 Netlist Inc 2016 WL 890579 at (C.D. Cal Dec 5 2016) citing Flatt 9 Cal 4th 288)
 18 see e.g. California Earthquake Auth v Metro W Sec LLC 712 F Supp 2d 1124
 19 1127-28 (E.D. Cal 2010) 1127-28) under California's automatic disqualification
 20 rules firms have been disqualified even when they performed no legal services
 21 during the period of concurrent representation.

22

23 EVEN IF PLAINTIFF IS A FORMER CLIENT DISQUALIFICATION IS
24 STILL WARRANTED

25

26 Even assuming the Law firms and their attorneys severed the attorney client
 27 relationship with Plaintiff even though according to the Aug 17 2022 agreement
 28 Plaintiff still has a attorney client privilege and relationship with the Law firms and
 attorneys for the defendants.

1 The defendants Sotheby's Bonhams, Christie's and Gia Law Firms and attorneys must
 2 still be disqualified because its representation of the defendants violates its continued
 3 duty of loyalty and confidentiality to Plaintiff Nathan Smith as their current and former
 4 clients. Oasis West Realty LLC v Goldman 51 Cal 4th 811 821 (2011) the duty of loyalty
 5 continues after the termination of the attorney client relationship to the extent that a
 6 lawyer may not act in a manner that will injure the former client with respect to the
 7 matter involved in the prior representation. People ex rel Deukmejian v Brown 29 Cal
 8 3d 150 155 (1981) an attorney may not at any time use against his former client
 9 knowledge or information acquired by virtue of the previous relationship . **California**
10 Rules of Professional Conduct rule 1.9 states : A lawyer who has formerly represented
11 a client in a matter shall not thereafter represent another person in the same or
12 substantially related matter in which the person's interest are materially adverse to the
13 interest of the former clients unless the former client gives informed written consent.
14 California Rules Professional Conduct 1.9(a)
15 Speedee Oil Cal 4th at 1146 where an attorney successively represent clients with
16 adverse interests and where the subject of the two representations are substantially
17 related the need to protect the first client 's confidential information requires that
18 the attorney be disqualified from the second representation.

19

20

21 PLAINTIFF 'S CURRENT ACTION IS SUBSTANTIALLY RELATED TO THE
 22 LAW FIRMS AND ATTORNEYS PRIOR REPRESENTATION OF DEFENDANTS AND
 23 PLAINTIFF NATHAN SMITH

24

25 The question of whether a case bears substantially similarity to a prior
 26 representation is resolved by resort to the following three factors.
 27 1) the legal questions posed 2) the similarities between the two factual situations and
 28 3) the nature and extent of the attorney's involvement in the cases.

1 H.F. Ahmanson & Co v Solomon Bros 229 Cal App 3d 1445 1452 (1991) Once
 2 a substantial relationship is shown the court will not inquire into the nature and

3 and extent of the confidence shared. see *Elan Townsend v Cygnus Therapeutics Sys*
 4 809 F Supp 183 (N. D. Cal 1992)

5 Plaintiff's claims are substantially related to the Law Firms and attorneys prior
 6 representation of the defendants which was related to the numerous settlement
 7 agreements that the defendants entered into with Plaintiff. These settlement agreements
 8 contained terms stating that Plaintiff had a attorney privilege relationship with the
 9 attorneys and the attorneys were not suppose to disclose or use the confidential
 10 information that was solely for the use of Plaintiff. Instead of abiding by the
 11 terms that stated that the Law firms and the attorneys would not disclose or use
 12 the confidential information that was solely for Plaintiff's use.

13 The Law Firms and attorneys of Plaintiff and the defendants proceeded to use the
 14 attorney privileged and confidential information against Plaintiff on behalf of
 15 their other clients the defendants . The Law firms and attorneys actions are very
 16 adverse to Plaintiff and the Law firms and their attorneys have caused Plaintiff
 17 extreme adversity by using the attorney privilege and confidential information
 18 against Plaintiff in order to help their defendant clients. The law firm and attorneys
 19 also disclosed Plaintiff's confidential information to their client defendants in a
 20 concerted effort to help their defendant clients defeat their Plaintiff client's
 21 lawsuit . The Law Firms and attorneys knew they were entering into an expansive
 22 role as counsel to Plaintiff. a role that could implicate advising defendants
 23 regarding matters raised by Plaintiff. The numerous settlement agreements plain
 24 terms that Plaintiff entered into with the defendants control the analysis and any
 25 ambiguity must be interpreted in Plaintiff's favor. see *California Earthquake Auth*
 26 712 F Supp 2d 1129 . Attorneys have a paramount obligation to honor their
 27 contractual promises to clients and ambiguities in contracts between attorneys
 28 and clients should be strictly interpreted against attorneys.

1 In direct violations of the terms of the settlement agreements that Plaintiff
 2 entered into with the defendants and their law firms and their attorneys . The

3 law firms and their attorneys did consult the defendants on how to defend against
4 Plaintiff's claims by illegally using and disclosing Plaintiff confidential information
5 to the defendants in direct violation of the terms of the settlement agreements that the
6 defendants and their law firms and attorneys had entered into with Plaintiff.

7

8 **THE LAW FIRMS AND THEIR ATTORNEYS MUST BE DISQUALIFIED**
9 **BECAUSE THEY ARE SUPPLYING AND USING AND DISCLOSING TO**
10 **THE DEFENDANTS PLAINTIFF 'S CONFIDENTIAL INFORMATION THAT**
11 **WAS SOLELY AND ONLY TO BE USED BY PLAINTIFF AND WAS TO BE KEPT**
12 **CONFIDENTIAL BY THE LAW FIRMS AND THEIR ATTORNEYS AND THE**
13 **DEFENDANTS**

14

15 The Law firms and their attorneys representation of the defendants must be
16 disallowed because to do so would allow the Law firms and their attorneys to
17 continue to supply and disclose and allow their defendant clients to use Plaintiff's
18 confidential information that is solely for Plaintiff's use only. The defendants are
19 using the confidential information that they are getting from Plaintiff's current and
20 former counsels and law firm as a way to defend Plaintiff's lawsuit and claims.

21

22 **EVEN ABSENT AN ATTORNEY CLIENT RELATIONSHIP THE LAW FIRMS**
23 **AND THEIR ATTORNEYS MUST BE DISQUALIFIED**

24

25 Assuming arguendo no attorney client relationship was formed. The law firms and
26 their attorneys still owes a duty of confidentiality to Plaintiff in the same way it would
27 to prospective clients such that adverse representation in this case is inappropriate.
28 California Rules of Professional Conduct 1.18 provides that a duty of confidentiality
to a prospective client arises even when no lawyer client relationship ensues. If the client
disclosed confidential information during consultation for purposes of assessing the retention.

1 California Rules of Professional Conduct 1.18 (b) even when no lawyer client
2 relationship ensues a lawyer who has communicated with a prospective client shall

3 not use or reveal information protected by the Business and Professions code 6068
4 subdivision (e) and rule 1.6 that the lawyer learned as a result of consultation,
5 SpeeDee Oil 20 Cal 4th at 1147-48 . The fiduciary relationship existing between
6 lawyer and client extends to preliminary consultations by a prospective client
7 with a view to retention of lawyer. although actual employment does not result.
8 An attorney has a duty to a potential client not to disclose confidential information
9 received in an initial consultation.

10 As mentioned the settlement agreements contain terms that state that Plaintiff and
11 the law firms and their attorneys have an attorney privilege relationship and the
12 law firms and their attorneys and the defendants have all agreed not to disclose ,
13 or use or disseminate or copy or forward the confidential information that is
14 solely for Plaintiff's use. The Law firms and their attorneys have done the
15 exact complete opposite by disclosing, using , disseminating and copying
16 and supplying the confidential information that is solely for Plaintiff's use to
17 their defendant clients in order to help their defendant clients defend Plaintiff's
18 lawsuit. This is in direct violation of the terms of the numerous settlement
19 agreements that Plaintiff, the law firms , their attorneys and the defendants all
20 agreed to abide by and adhere to regarding the confidential information that is
21 solely for Plaintiff's use.

22 Moreover because the case is still in its infancy . The defendants will not suffer
23 any prejudice if their attorneys and law firms are disqualified.

24 The parties have not exchanged rule 26 disclosures or response to discovery.

25 See In re Complex Abestos Litig 232 Cal App 3d 572-600 (1991)

26 CONCLUSION

27 for the foregoing reasons Plaintiff respectfully ask the Honorable and Distinguish
28 Court to disqualify the Laws firms and their attorneys who are currently representing
both Plaintiff and the defendants which is a major conflict of interest and violation of the
terms of the settlement agreements that Plaintiff entered into with the defendants.

9-6-22 Nathan Smith Plaintiff in Pro Se



1 TABLE OF CONTENTS

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3 INTRODUCTION

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5 CONFIDENTIAL INFORMATION IS PRIVILEGED

6

7 THE DEFENDANTS MOTION TO DISMISS AND ALL DOCUMENTS

8 FILED BY THE DEFENDANTS ARE CONFIDENTIAL INFORMATION

9 AND ONLY FOR THE USE OF PLAINTIFF AND ATTORNEY -CLIENT

10 PRIVILEGE

11

12 CALIFORNIA RULES OF PROFESSIONAL CONDUCT PREVENTS

13 ADVERSARY PROCEEDINGS

14

15 PLAINTIFF HAS NEVER CONSENTED TO DISCLOSURE OR THE

16 DEFENDANTS USE OF THE CONFIDENTIAL INFORMATION THAT IS

17 SOLELY FOR PLAINTIFF'S USE ONLY

18

19 DISQUALIFICATION WARRANTED

20

21 POINTS AND AUTHORITIES AND CASE LAW

22

23 CONCLUSION

24

25

26

27

28

Mr Page

Thank you for your response. A quick reading of Res Judicata would immediately show that it would not apply in subsequent litigations. Both factors three and four would prevent your client the Gia from using res Judicata as A defense to my potential lawsuit.

> Sent: Thursday, July 29, 2021 at 12:20 AM
> From: 'Page, Scott' <SPage@seyfarth.com>
> To: 'Meteor Multimedia' <meteor@inorbit.com>
> Cc: 'Belzer, Aaron' <ABelzer@seyfarth.com>
> Subject: RE: Gia Cease and desist. Letter. Offer of settlement

> Mr. Smith - Thank you for your email. We do not intend to engage in a discussion with you at this time. We think the Court has correctly and appropriately ruled that your claims should be dismissed, and that ruling should guide the parties' actions going forward.
> I read your email to say that you are considering further litigation against GIA. That would be unfortunate, because as you know, your complaint was dismissed with prejudice, which will act as a bar to any of the claims you describe as being a part of any future filing. I encourage you or any lawyer you say may represent you to consider the downsides of filing any new action that ultimately will be dismissed as meritless, given among other reasons that it is barred by res judicata on account of the Court's Order in the case that just concluded.
> That said, and in response to your specific question to me about service on GIA, please know that you can always email me to check to make sure that I can receive service on its behalf if and when you have any judicial filing you intend to serve on GIA. Thank you.

> F. Scott Page | Partner | Seyfarth Shaw LLP
> 2029 Century Park East | Suite 3500 | Los Angeles, California 90067-3021
> Direct: +1-310-201-5237 | Fax: +1-310-282-6937
> spage@seyfarth.com | www.seyfarth.com

> The information contained in this transmission is attorney privileged and/or confidential information intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of this communication is strictly prohibited.

> -----Original Message-----
> From: Meteor Multimedia <meteor@inorbit.com>
> Sent: Thursday, July 22, 2021 3:45 PM
> To: Page, Scott <SPage@seyfarth.com>
> Subject: Gia Cease and desist. Letter. Offer of settlement

> [EXT. Sender]

> Mr. Page

> While the gia might have been dismissed from the
> Current lawsuit. This is your client first and only warning
> to stop selling gemstone grading reports and certificates.
> As you know the Court ruled that the only reason that
> The gia advertising was not in conflict was because the

Exhibit A



Edit with WPS Office

> Court ruled based on the evidence submitted that the
> Gia does not grade gemstones or issue grading
> Certificates or reports. Of course this new and
> Compelling evidence will surely lead to me seeking a Tro
> against the gia and I will sue the gia again. I have
> Already attained class action attorneys on stand by. The gia has

> Court ruled based on the evidence submitted that the
 > Gia does not grade gemstones or issue grading
 > Certificates or reports. Of course this new and
 > Compelling evidence will surely lead to me seeking a Tro
 > against the gia and I will sue the gia again. I have
 > Already attained class action attorneys on stand by. The gia has
 > Until the end of July 2021 to stop offering grading services
 > and to stop their false advertising and unfair business
 > Practices that are harming me and causing me irreparable
 > Harm into the future. I am now very familiar with the
 > Latham Act thanks to my new counsel. The copy of the
 > Gia bogus diamond grading report is enough for me to seek
 > A tro against the gia. This evidence puts them squarely in
 > Conflict with their advertising that the gia does not grade
 > Gemstones. Therefore I will seek Redress from the Court
 > For the harm that the gia false advertising and unfair business
 > Practices are causing and have caused me. A whole new
 > Claim will be filed by me and this time around I will get the
 > Injunction. This is also my last offer to close this matter or
 > Settle. If I don't hear back from you. I will assume that you and
 > Your clients have chosen the class action lawsuit path and
 > The tro path. Gentleman please take me seriously when I
 > Tell you that I have the will power and resources to close the
 > Gia down permanently and I will do just that. You have until the
 > End of July. Please let me know if you are still representing the
 > Gia and will accept service of legal documents that will surely
 > Be filed and served if you do not take my warning seriously.
 > Do not make me go to Court again because as you know I will.
 > We can settle or we can litigate. The gia
https://uridefense.proofpoint.com/v2/url?u=http-3A__decide.You&d=DwlFaQ&c=fMwtK_84JbrNh2g&r=g4PmH1hE7QFy0RHZZu6ZvGgYcF05RX_BoQU35Wge_64&m=DtnTGX6Cpdv95nAMzxBF5mEqF4wXuydVp2OqQ0&s=lcJG7Pt57sDFqstAQ11qudCnVDOazEwWfxQoGbk&e=
 > Have until the end of July to accept or reject my offer. Your
 > Law firm makes money either way and I am pleased at the way that both of you
 > Have handled this case. Thank you for your help in bring the
 > Gia to justice. Please keep up the good work and solid legal
 > Counseling.
 >
 >
 > Best regards
 >
 > Nathan Smith
 >
 >
 >

Exhibit B ←

031137675928...



Case 2:22-cv-00279-MWF-KS Document 42 Filed 04/21/22 Page 1 of 1 Page ID #:482

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIACIVIL MINUTES—GENERAL

Case No. CV 22-00279-MWF (KSx) Date: April 21, 2022

Title: Nathan Smith v. Christies Auction et al.

Present: The Honorable MICHAEL W. FITZGERALD, U.S. District JudgeDeputy Clerk:
Rita SanchezCourt Reporter:
Not ReportedAttorneys Present for Plaintiff:
None PresentAttorneys Present for Defendant:
None Present**Proceedings (In Chambers):** ORDER DENYING PLAINTIFF'S MOTION TO
ENFORCE THE PARTIES' SETTLEMENT
AGREEMENTS [32]

Plaintiff Nathan Smith filed a Motion to Enforce the Parties' Settlement Agreements (the "Motion") on April 7, 2022 (Docket No. 32). However, on April 10, 2022, Plaintiff filed a Notice of Dismissal that voluntarily dismissed the action in its entirety. (Docket No. 37). This dismissal closed the case and meant that the Motion was implicitly denied. Indeed, with the dismissal of the action the Court lacked jurisdiction to rule upon the Motion or enforce the settlement agreement.

Because the action has been dismissed, the Motion is again **DENIED** for lack of jurisdiction.

IT IS SO ORDERED.

CIVIL MINUTES—GENERAL

1



Exhibit C

Case 2:22-cv-03765-MWF-KS Document 34-1 Filed 08/16/22 Page 16 of 149 Page ID
#:666

>>> This communication is confidential. If you are not an intended recipient, please advise by return email immediately and then delete this message, including all copies and backups.

>>> -----Original Message-----

>>> From: Meteor Multimedia <meteor@inorbit.com>

>>> Sent: Friday, April 1, 2022 1:36 PM

>>> To: Patella, Joseph <JosephPatella@andrewskurth.com>

>>> Subject: RE: Nathan Smith's Offer of Compromise

>>>

>>> Caution: This email originated from outside of the firm.

>>>

>>> Mr. Patella

>>>

>>> How about 10:30 a.m. my time which would be 1:30 your time.

>>> I am open to whatever is convenient for the parties involved. Just let know what time on Monday and I will make myself available.

>>> Please have an amazing weekend.

>>>

>>> Best regards

>>>

>>> Nathan Smith

>>>

>>>> Sent: Friday, April 01, 2022 at 5:08 PM

>>>> From: "Patella, Joseph" <JosephPatella@andrewskurth.com>

>>>> To: "Meteor Multimedia" <meteor@inorbit.com>

>>>> Subject: RE: Nathan Smith's Offer of Compromise

>>>>

>>>> Good morning Mr. Smith,

>>>>

>>>> As you know, Defendants are required to respond to your complaint by April 11th. Pursuant to Local Rule, the parties need to meet and confer beforehand to discuss the matter. Please let me know your availability for a call on Monday, April 4th. I look forward to speaking with you.

>>>>

>>>> Best regards, Joe

>>>>

>>>> Joseph Patella

>>>> Partner

>>>> josephpatella@HuntonAK.com

>>>> p 212.850.2839

>>>>

>>>> Hunton Andrews Kurth LLP

>>>> 200 Park Avenue

>>>> 52nd Floor

>>>> New York, NY 10166

>>>>

>>>> HuntonAK.com

>>>>

>>>> This communication is confidential. If you are not an intended recipient, please advise by return email immediately and then delete this message, including all copies and backups.

>>>>

>>>> -----Original Message-----

16

Case 2:22-cv-03765-MWF-KS Document 34-1 Filed 08/16/22 Page 17 of 149 Page ID
#:667

>>>> From: Meteor Multimedia <meteor@inorbit.com>

>>>> Sent: Friday, February 18, 2022 3:53 PM

>>>> To: Patella, Joseph <JosephPatella@andrewskurth.com>

>>>> Subject: Nathan Smith's Offer of Compromise

>>>>

>>>> Caution: This email originated from outside of the firm.

>>>>

>>>> Mr. Patella and the Counsel for Bonhams Auction and the

>>>> Counsel for Sotheby Auction

>>>>

>>>>

>>>> I suggested to Mr. Patella and Mr. Akley that I am always open to compromise. As a sign of Good faith I would agree to an extension of time for the defendants to answer contingent on the parties also using the extra period of time for an attempt at a compromise that would be beneficial to all the parties involved and that might also settle the case.

>>>>

>>>> What I think would be fair is if you all decided to elect either Sotheby or Christies to hold the sale for the diamonds. Whomever thinks that they can get the best results is the one that I would prefer for the job. But not Bonhams. If you are able to reach an agreement I would be willing to dismiss my lawsuit immediately against all the defendants. I would also agreed to relieve the other defendants of their obligation and commitment and agreement s with me which are the subject of this lawsuit. Just as long as either Sotheby or Christies agreed to hold the sale for the diamonds and of course the gia is not to be involved in our affairs. The inclusions and the 550 absorption band are the standard for Confirming Colored diamonds. We can work out the details for our experts to examine the diamonds.

>>>> Gentlemen this is all business. What kind of man would I be in the diamond business if I allowed your clients to breach their contract and agreements with me. Whether I win or lose I still have to defend my rights and I intend to do that vigorously. I hope we can set aside our difference and whether or not our case is strong or weak so that we can reach s compromise that is amicable to all the parties involved. I look forward to hearing back from you gentlemen in the near future.

>>>> Please have an amazing weekend.

>>>>

>>>> Best regards

>>>>

>>>> Nathan Smith

>

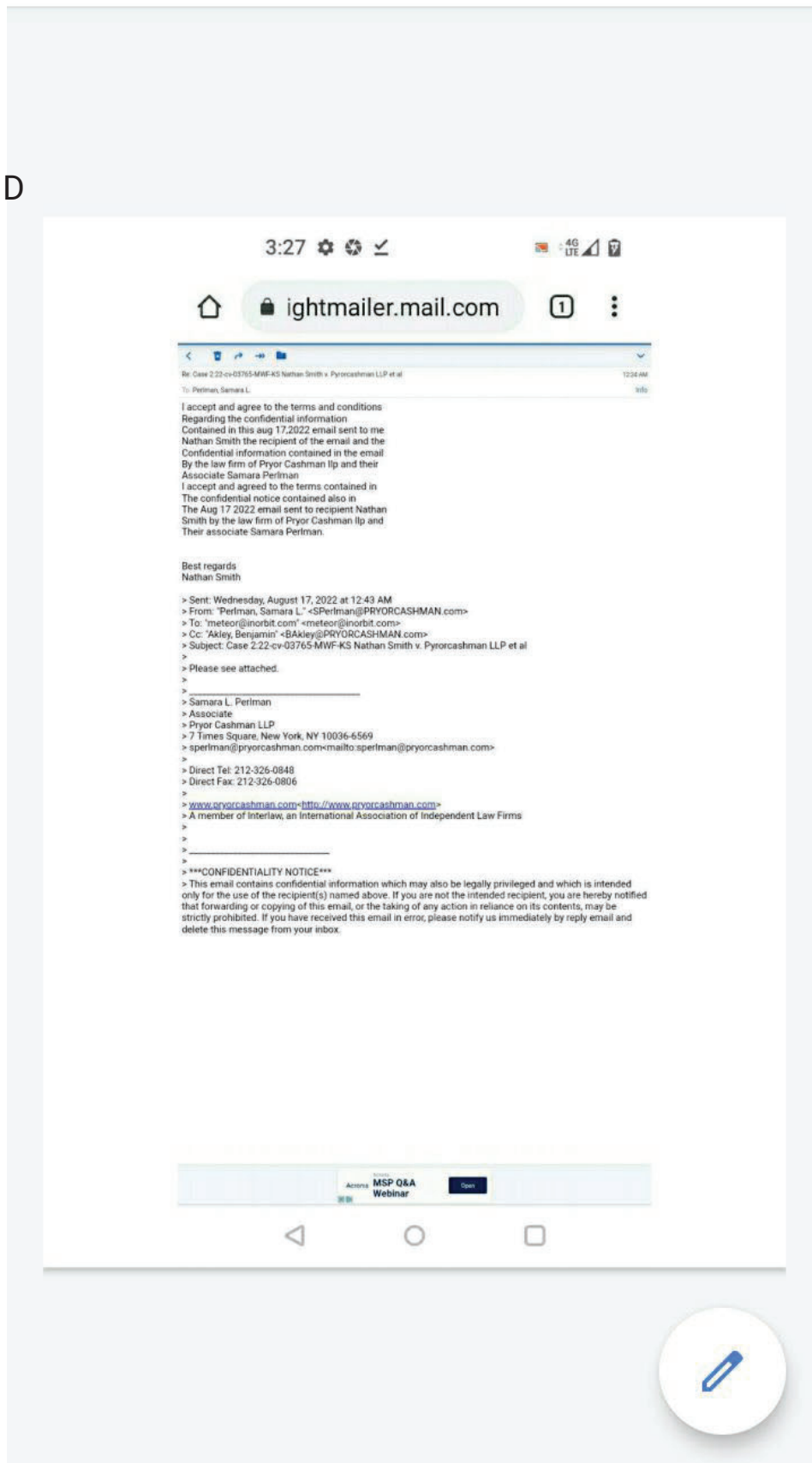
>

>

> ***CONFIDENTIALITY NOTICE***

> This email contains confidential information which may also be legally privileged and which is intended only for the use of the recipient(s) named above. If you are not the intended recipient, you are hereby notified that forwarding or copying of this email, or the taking of any action in reliance on its contents, may be strictly prohibited. If you have received this email in error, please notify us immediately by reply email and delete this message from your inbox.

Exhibit D



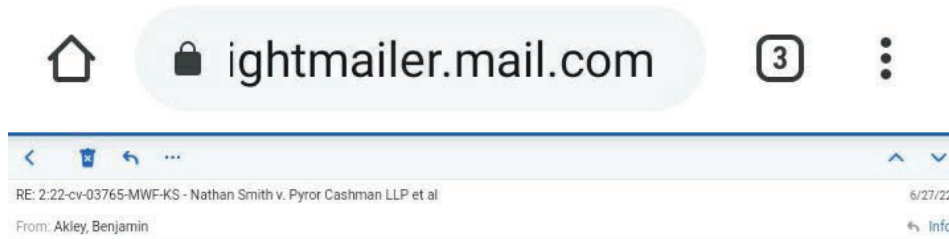


Exhibit E

-----Original Message-----

From: meteor@inorbit.com <meteor@inorbit.com>
 Sent: Monday, June 27, 2022 1:58 PM
 To: Akley, Benjamin <BAkley@PRYORCASHMAN.com>
 Subject: Re: 2:22-cv-03765-MWF-KS - Nathan Smith v. Pryor Cashman LLP et al

Mr Akley

I will agree to your 30 day extension but I still will Be seeking a default regarding the breach of contract Claim based on the fact that your clients and the co Defendants intentionally. Failed to adhere to the Settlement and failed to answer my lawsuit in a timely manner. I believe service was proper. The Court has jurisdiction over the defendant s to enforce the Settlement. A promise from your clients

Regarding conducting the sale is the only way that I will not seek a default against the defendants. A Promise to adhere to the terms of the settlement is The only way that I won't seek a default and enforcement of the settlement by the Court. Anything Less means I will see you in Court. Injunctive relief Will also be sought in order to enforce the agreement.

I will have the Court require the defendant s to remove All gia certified diamonds from their businesses. They must use the process agreed to in the settlement or Face a motion for injunctive relief. Remember no Gia in their business affairs and they are required to use 550 absorption spectrum and inclusions to confirm colored Diamonds.

I am enforcing my settlement. So the next time the Defendants hold another major sale. I will seek injunctive relief to halt the sale if you violate the Settlement . The Diamond s better not have any Affiliation with the gia because this would be a Direct violation of the settlement agreement. That Means I better not see any gia certificate for any Of the diamond s being sold by the defendant s.

If I do I will sue for injunctive relief. Your clients Keep messing with me and they will lose their Diamond selling privilege s. I am the last of your Clients worries with a potential class action in The pipelines.

Best regards
 Nathan Smith

Best regards
 Nathan Smith

> Sent: Monday, June 27, 2022 at 8:59 PM
 > From: "Akley, Benjamin" <BAkley@PRYORCASHMAN.com>
 > To: "meteor@inorbit.com" <meteor@inorbit.com>
 > Cc: "Aimee Scala" <ascala@occllp.com>, "Marvisi, Brandon" <BMarvisi@hunton.com>
 > Subject: 2:22-cv-03765-MWF-KS - Nathan Smith v. Pryor Cashman LLP et al
 >

> Mr Smith: I represent Pryor Cashman LLP and Bonhams and Butterfields Auctioneers Corp in the above-referenced action, and solely for purposes of the present email I also am speaking on behalf of the remaining defendants in the action. It is my understanding that you purport to have served process on the defendants by email, and that you intend to seek entry of default against the defendants. While it is my position that you have not effectively served process on either my clients or the other defendants, and it is further my position that any attempt to obtain entry of default against the defendants would be improper and that any such default would be defective and void, without waiver of those positions I hereby request on behalf of all the defendants an extension of 30 days-until July 27, 2022-for the defendants to respond to your complaint. Please advise by the end of the day today. Please note that nothing in this email constitutes an agreement or commitment of any sort by the defendants, and that only your express and specific assent to the extension sought in this email will form an agreement which will be limited only to the specific extension sought herein. All rights reserved; none waived.

>

>

> Benjamin S. Akley
 > Pryor Cashman LLP
 > 1801 Century Park East, 24th Floor
 > Los Angeles, California 90067
 > Tel: 310.683.6641
 > Cell: 802.522.3927
 > Fax: 310.943.3397
 > bakley@pryorcashman.com<mailto:bakley@pryorcashman.com>
 > www.pryorcashman.com<<http://www.pryorcashman.com/>>

RentRedi
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 Software

OPEN

Perlman, Samara L.

From: Akley, Benjamin
Sent: Monday, May 2, 2022 10:52 AM
To: Patricia Pernes
Cc: Niborski, Michael J.; Noh, Megan E.; Perlman, Samara L.
Subject: FW: Gia's and Christie's, Bonhams and Sotheby's fake diamond Scheme
Attachments: Gia 's and defendants fake Diamonds.pdf

Exhibit F

Hello Patricia: I hope you had a nice weekend. Please see the below new missive from Smith. As anticipated and highlighted, he's threatening to institute a new action to enforce the fake settlement. Unless you want to commence our own declaratory judgment lawsuit to get ahead of things (which will be costly and more burdensome on us at the plaintiff(s)), there's not really anything we can do to prevent him from suing. However, if and when he does anything we'll make sure the case ends up back in front of the same judge (which should not be a problem, although there are no guarantees) and then we've laid nice groundwork to obtain a quick dismissal and, perhaps, even some sort of order prevent Smith from continuing to harass. We will of course let you know what happens and, if Smith does proceed, we can discuss how you'd like to handle in more detail then.

Let me know if you'd like to get on a call to discuss.

Ben

Benjamin S. Akley
 Pryor Cashman LLP
 1801 Century Park East, 34th Floor
 Los Angeles, California 90067
 Tel: 310.683.6641
 Cell: 802.522.3927
 Fax: 310.943.3397
bakley@pryorcashman.com

www.pryorcashman.com
 A member of Interlaw, an International Association of Independent Law Firms
 Pryor Cashman LLP is thinking green for the future.
 Please consider the environment before printing this email.

-----Original Message-----

From: Meteor Multimedia <meteor@inorbit.com>
Sent: Monday, May 2, 2022 6:17 AM
To: Akley, Benjamin <BAkley@PRYORCASHMAN.com>
Subject: Fw: Gia's and Christie's, Bonhams and Sotheby's fake diamond Scheme

> Sent: Monday, May 02, 2022 at 3:15 PM
 > From: "Meteor Multimedia" <meteor@inorbit.com>
 > To: ascala@occlp.com
 > Subject: Gia's and Christie's, Bonhams and Sotheby's fake diamond
 > Scheme
 >
 > Ladies and Gentlemen and respective counsels' for Sotheby's, Bonhams
 > and Christie's. Whether I am done with further litigations against
 > your companies is entirely up to you. I intend to enforce my

1

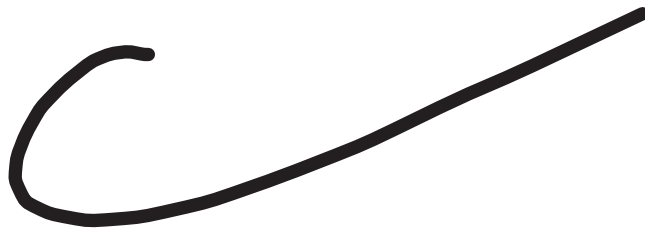
Exhibit G

> settlement to the fullest extent of the Law. Whether you comply or
 > not.
 > You of course have the right to an appeal and the clock is ticking. I
 > will be expecting you to come in to compliance With our settlement
 > agreement after the deadline for your appeal. So you need to start
 > planning the sale of my Diamonds as set forth in our settlement
 > agreement. I will not hesitate to file another lawsuit to enforce the
 > settlement. Issue Preclusion or Collateral Estoppel with bar you from
 > raising the issue of our settlement agreement. As you know The
 > Honorable Judge Fitzgerald ruled that he lack the Jurisdiction to
 > enforce the settlement. I also did not Dismiss my case with prejudice.
 > So going back to Court to enforce my settlement is no problem. I
 > intend to file a Whole new action against all of you if you fail to
 > fulfill your part of the settlement agreement and you will also be
 > sued For you're most recent and past transgressions against me.
 > I would rather just Forgive you all .
 >
 > But I am prepared to do it either the hard way or easy way.
 > You are going to all lose your diamond selling privilege s And your
 > credibility if you continue your racist campaign Against me in your
 > concerted effort s and racist conduct To destroy a black man's diamond
 > Business. Both you and The racist and fraudulent gia. You are all the
 > poster Childs For White Privilege. Your coded wording are very racist
 > and Benjamin Akley needs to get his racism and anger under Control. So

>>>

CERTIFICATE OF SERVICE

I am the Plaintiff in case # 2:22-cv-03765 and I reside at
11040 Otsego Street North Hollywood California 91601
I caused to be delivered via email the document
entitled Plaintiff's Nathan Smith's MOTION TO ENFORCE AND
MOTION TO DISQUALIFY . The Plaintiff delivered to Gia and defendants
Bonhams and Butterfield Auctioneers Corp, Christie's Inc , Sotheby's Inc and
the other co defendants in case # 2:22-cv-03765 Nathan Smith v Pyrro cashman LLP.
9-6-22 Nathan Smith

A handwritten signature in black ink, appearing to read 'Nathan Smith', is written across the lower portion of the page. The signature is fluid and cursive, starting with a large loop and ending with a long, sweeping stroke that extends towards the right margin.